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10 **ATTORNEYS FOR JURISDICTIONAL**
11 **DEFENDANTS**

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14 **WESTERN DIVISION**

15 **DAVID HOUGH; ET AL**

16 *Plaintiffs,*

17 **v.**

18 **RYAN CARROLL; ET AL**

19 *Defendants.*

Case No.: 2:24-cv-02886

Assigned for all purposes to:
JUDGE WESLEY L. HSU

JURISDICTIONAL DEFENDANTS
RYAN CARROLL; MAX K. DAY;
MAX O. DAY; MICHAEL DAY;
YAX ECOMMERCE LLC;
PRECISION TRADING GROUP,
LLC; AND WA DISTRIBUTION
LLC'S MOTION FOR LEAVE TO
RELEASE FUNDS

Hearing: 12/13/24, 1:30 PM PT

Action Filed: April 9, 2024
Trial Date: N/A

1 **TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 **PLEASE TAKE NOTICE** that on December 13, 2024, at 1:30 p.m. or as
4 soon thereafter as this matter may be heard before Judge Wesley L. Hsu in the above-
5 entitled Court, located at 350 W. 1ST Street, Los Angeles, CA 90012, Jurisdictional
6 Defendants Ryan Carroll; Max K. Day; Max O. Day; Michael Day; Yax Ecommerce
7 LLC; Precision Trading Group, LLC; and WA Distribution LLC; (**“Jurisdictional**
8 **Defendants”**) will and hereby do move this Court for (1) An Order granting Motion
9
10 for Leave to Release Funds.
11

12 This Motion is made on the grounds that the Court Ordered the Jurisdictional
13 Defendants to seek further leave of the Court in order to make “payment of any other
14 legal fees and costs”. Dkt. 127.
15

16 Dated: November 8, 2024

Respectfully submitted,

17
18 Long Beach, CA

By: /s/ William H. Shibley
William H. Shibley
Attorney-in-Charge
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1 COME NOW SPECIALLY APPEARING DEFENDANTS RYAN
2 CARROLL; MAX K. DAY; MAX O. DAY; MICHAEL DAY; YAX
3 ECOMMERCE LLC; PRECISION TRADING GROUP, LLC; and WA
4 DISTRIBUTION LLC, and hereby files *Jurisdictional Defendants’ Motion for*
5 *Leave to Release Funds* (“**Motion**”) and respectfully shows the Court as follows:
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8 **FACTUAL AND PROCEDURAL BACKGROUND**
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10 1. On August 26, 2024, the Court issued a ruling on the Jurisdictional
11 Defendants’ Motion to Compel. The Court granted the Motion to Compel
12 Arbitration as to the Plaintiffs who executed the Texas Agreement, while denying
13 the Motion to Compel Arbitration for those who signed the Florida Agreements. *See*
14 Dkt. 127.
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16 2. The Court also granted leave for Jurisdictional Defendants “to make payments
17 for legal costs and fees only to the client trust accounts of the attorneys representing
18 them in arbitration and only for the purpose of pursuing arbitration associated with
19 the Texas Agreements.” *Id.*
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21 3. The Court further stated, “Payment of any other legal fees and costs will
22 require Jurisdictional Defendants to seek further leave of the Court.” *Id.*
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24 4. At this time Jurisdictional Defendants are involved in the following
25 arbitrations in the State of Florida and Texas:
26

- 27 • *Tyler Davidson v. Yax Ecommerce LLC d/b/a Wealth Assistants LLC; and*
28 *Ryan Carroll; Miami-Dade County, FL; Arbiter Joesph Huss*

- 1 • *Brett and Jennifer Sanner v. Yax Ecommerce LLC d/b/a Wealth Assistants*
2 *LLC*; Miami-Dade County, FL; Arbiters Rosa Rodriguez, Sarah Zabel, and
3 Scott Schomber
- 4 • *Trevor Red v. Yax Ecommerce LLC d/b/a Wealth Assistants LLC*; and *Ryan*
5 *Carroll*; Pending Initiation
- 6 • *Stacy Rico and Ben Brown v. Ryan Carroll*; In the Circuit Court of the 11th
7 Judicial Circuit in and for Miami-Dade County, FL; Case No. 2023-027448-
8 CA-01
- 9 • *Robert Harris v. Yax Ecommerce LLC d/b/a Wealth Assistants LLC*; and *Ryan*
10 *Carroll*; Harris County, TX; Arbitrator Filicia Harris-Hoss; AAA Case No. 01-
11 24-0005-8132

12 5. Further, the individual Jurisdictional Defendants seek leave to pay the legal
13 costs and fees associated with this litigation. The individual Jurisdictional
14 Defendants wish to hire new, individual counsel for the various parties, rather than
15 being represented collectively. They further request leave to pay the accounts
16 receivable with current counsel, Lloyd & Mousilli, and Offit Kurman. The
17 individual Jurisdictional Defendants have each confronted significant barriers in
18 their search for new counsel in light of the preliminary injunction in place in this
19 matter because the Jurisdictional Defendants have been unable to pay retainers and
20 prospective counsel have been concerned about the payment of future fees. Dkt. 49.
21 Leave to pay legal costs and fees associated with this case will allow each of the
22 individual Jurisdictional Defendants to retain counsel of their choice and to bring
23 accounts up to date with current counsel.

24 6. Additionally, existing counsel for the Jurisdictional Defendants have
25 concluded that it is necessary for various defendants among the Jurisdictional
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1 Defendants to have separate counsel. Existing counsel file and support this motion in
2 furtherance of compliance with ethical obligations associated with that conclusion.

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4 7. Pursuant to the Court's Order, Jurisdictional Defendants request leave to make
5 payments for (1) legal costs and fees related to these Florida actions, (2) legal costs
6 and fees for the matters pending in Texas, (3) legal costs and costs for the matters
7 pending in California, (4) retainers necessary for portions of the Jurisdictional
8 Defendants to engage separate counsel only to the client trust accounts of the
9 attorneys representing them in those matters and only for the purpose of those
10 matters. Dkt. 127.
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13 CONCLUSION

14 Based on the foregoing and for good cause shown, Jurisdictional Defendants
15 respectfully request that this Court grant Jurisdictional Defendants' Motion for
16 Leave to Release Funds for the listed Florida Arbitrations, for the defense of this
17 case, and for such other and further relief to which the Defendants may show
18 themselves to be justly entitled.
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21 Dated: November 15, 2024.

Respectfully submitted,

22 By: /s/ William H. Shibley

23 William H. Shibley
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1 **CERTIFICATE OF COMPLIANCE**

2 The undersigned, counsel of record for Defendants, certifies that this Motion
3 contains 591 words, which complies with the word limit of L.R. 11-6.1

4 /s/ William H. Shibley
5 William H. Shibley
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8 **CERTIFICATE OF CONFERENCE**

9 I hereby certify that Elizabeth Revere, Senior Counsel with Lloyd & Mousilli,
10 conferred with counsel for Plaintiffs, via telephone conference on September 27,
11 2024, regarding the substance of the foregoing motion, as reflected in the attached
affidavit. Plaintiffs are opposed to this Motion

12 /s/ Elizabeth Revere
13 Elizabeth Revere
14
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16 **CERTIFICATE OF SERVICE**

17
18 I hereby certify that a true and correct copy of the foregoing document, and
19 any attachments, will be served to counsel of record, in accordance with the
20 governing rules of procedure regarding service in this court on this **November 15,**
2024, via email as follows:

21
22 /s/ William H. Shibley
23 William H. Shibley
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